

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

FOR

**THE ANNUAL REQUIREMENTS FOR KENNELING SERVICES
REQUEST FOR PROPOSALS
SPECIFICATION 08-005**

**Contractor:
CAPITAL HUMANE SOCIETY
2320 PARK BLVD.
LINCOLN, NE 68502**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of _____ 2008, by and between Capital Humane Society, hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the duties required within the Annual Requirement for Kenneling Services, Spec. 08-005, hereinafter referred to as Work, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract, except as amended by and through negotiations of parties;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained; the Contractor and the City hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of this Contract; and (d) execute and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's proposal, or part thereof, as follows:

I. Contract Period and Compensation.

The term of this Contract shall be for a period of four (4) years, commencing on September 1, 2008 and end on August 31, 2012. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Year 1, 2008-2009:	\$390,000
Year 2, 2009-2010:	\$420,000
Year 3, 2010-2011:	\$450,000
Year 4, 2011-2012:	\$480,000

Payment is to be made in twelve monthly payments not to exceed the agreed upon compensation per contract year. Payment shall be due and owing on or before the 5th day of each month following completion of services. (Ex. For the month of September 2008, the payment for services shall be due on or before October 5, 2008.)

II. Option of Renewal and Compensation.

The parties have agreed that they may mutually agree to renew the Contract for an additional

period of four (4) years. If the parties elect to renew the Contract, the City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Renewal Year 1, 2012-2013:	\$494,400
Renewal Year 2, 2013-2014:	\$509,232
Renewal Year 3, 2014-2015:	\$524,509
Renewal Year 4, 2015-2016:	\$540,244

The above provided payment terms shall remain the same, unless a change is mutually agreed upon by the parties.

III. Terms and Conditions.

The terms and conditions of this Contract are contained within this document and the following attached documents (Contract Documents) are hereby incorporated by reference and are as fully a part of the contract agreement as if the terms and conditions were herein repeated:

1. The Instructions to Proposers

- a. Instruction section 12.1 shall be deleted and replaced with the following language:
To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Contract, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Contractor, or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, City shall indemnify, defend and hold harmless the Contractor, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Contract, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of City, or anyone for whose acts any of them may be liable. The City does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law.

This subsection survives any termination of this Contract.

2. The Specifications

- a. Specification section 2.8 shall be deleted from the terms and conditions of this Contract by mutual agreement of the parties as it is not included within the negotiated compensation amount, as provided above.
- b. Specification sections 3.2 and 3.3 shall be deleted from the terms and conditions of this Contract by mutual agreement of the parties as the parties have negotiated a flat rate of compensation and payment schedule as reflected in the negotiated compensation amount, as provided above.
- c. Specification section 7.1 shall be amended to designate the City of Lincoln's

Director of Finance, or his/her designee from the Finance Department's budget and/or accounting division, as the official person with authority to conduct any audit of the Contractor; and

3. The Insurance Requirements; and

4. The Contractors Response to Proposal:

- a. Proposed flat rate and per animal amounts shall be deleted from the terms and conditions of this Contract by mutual agreement of the parties as the parties have negotiated a flat rate of compensation as reflected in the negotiated compensation amount, as provided above.
- b. Proposed new auditor, as referenced in the handwritten note, shall be deleted from the terms and conditions of this Contract by mutual agreement of the parties as the parties have negotiated a new designee, as provided above.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IV. Integration, Amendments, Assignment.

The Contract Documents represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract. This Contract may be amended only by written agreement of both parties. This Contract may not be assigned without the prior written consent of the other party.

V. Severability & Savings Clause.

Each section and each subdivision of a section of this Contract is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Contract and invalidity of any section or subdivision of a section of this Contract shall not invalidate any other section or subdivision of a section thereof.

VI. Capacity.

The undersigned person representing the City and Contractor do hereby agree and represent that he or she is legally capable to sign this Contract and to lawfully bind the respective party to this Contract.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this Contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

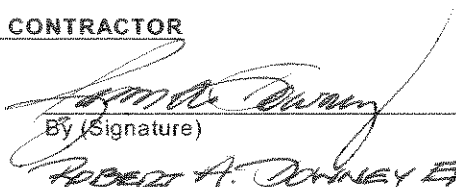
Approved by Resolution No. _____
dated _____

EXECUTION BY CONTRACTOR

Capital Humane Society
Name of Corporation

Type of Organization

2320 Park Blvd., Lincoln, NE 68502
(Address)


By (Signature)

ROBERT A. DOWNEY, EXEC. DIR.
Printed Name & Title

MARCH 11, 2008
Date

PROPOSAL
SPECIFICATION NO. 08-005
PROPOSAL OPENING TIME: 12:00 NOON
DATE: Wednesday, January 23, 2007

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda which are issued electronically via the E-bid system) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Description</u>	<u>Estimate</u>	<u>Per animal cost per day</u>
1.	One (1) year of Kenneling Service as described in specification.	4,000 Various animals	\$ <u>45.00</u>

Location where services are performed: CAPITAL HUMANE SOCIETY, LINCOLN, NEBR.
NO BID/PROPOSAL SECURITY REQUIRED

NOTE: DOES NOT INCLUDE 2.8 THE COST WILL RANGE FROM \$35.00 TO \$100.00 PER ANIMAL

TERM OF AGREEMENT is four (4) years beginning September 1, 2008 and ending August 31, 2012 with option to renew for an additional mutually agreeable four (4) year periods.

Contract Extension Renewal is an option: Yes ☒ No ☐

TERM PRICE CLAUSE: PROPOSER MUST STATE

(a) Prices firm for the full contract period: N; or

(b) Prices subject to escalation/de-escalation: YES

(c) If (b), state period for which prices will remain firm:

Through 12 MONTHS

(d) if (b) state maximum escalation amount 3%

NOTE: BIDDER IS WILLING TO OFFER AN ANNUAL FEE BID OF \$440,000.00 WITH A 3% ANNUAL ESCALATOR. ADDITIONAL CHARGES FOR 2.8 WILL APPLY.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful proposer, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each proposer shall indicated on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

___ YES ☒ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: ROBERT A. DOWNEY
TITLE: EXECUTIVE DIRECTOR
PHONE NO: (402) 441-4482
E-Mail: RADBRALD@ALCTEL.NET

NOTE REGARDING 11.1

DUE TO PERSONNEL PRIVACY ISSUES CAPITAL HUMANE SOCIETY RECORDS RELATED TO THIS BID MAY BE EXAMINED BY JANA ROPER, LINCOLN CITY ATTORNEY, ONLY. NO COPIES OF SUCH RECORDS MAY BE MADE. SUCH EXAMINATION TO BE MADE BY APPOINTMENT AT CAPITAL HUMANE SOCIETY.

AFFIRMATIVE ACTION PROGRAM: Successful proposer will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful proposer's equal opportunity policies, procedures and practices.

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF PROPOSAL ENVELOPE:

SEALED PROPOSAL FOR SPEC. 08-005

CAPITAL HUMANE SOCIETY

COMPANY NAME

2320 PARK BLVD.

STREET ADDRESS or P.O. BOX

LINCOLN, NE. 68502

CITY, STATE ZIP CODE

(402) 441-4488 438-6182

TELEPHONE No. FAX No.

RADGRAD @ ALLTEL.NET

E-MAIL ADDRESS



BY (Signature)

ROBERT A. DOWNEY

(Print Name)

EXECUTIVE DIRECTOR

(Title)

JANUARY 22, 2008

(Date)

AS PER SPECIFICATION

TERMS OF PAYMENT

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/06/2008
PRODUCER (402)434-7200 FAX (402)434-7272 UNICO Group, Inc. 4435 "O" Street P. O. Box 30275 Lincoln, NE 68510		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Capital Humane Society Inc. 2320 Park Blvd Lincoln, NE 68502		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A Cincinnati Insurance Co.		10677
INSURER B AIG		
INSURER C Philadelphia Insurance Co.		
INSURER D:		
INSURER E		

COVERAGES

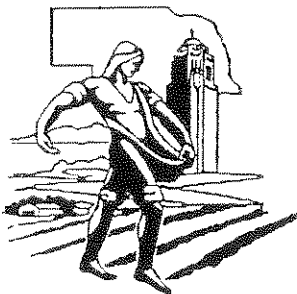
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTS. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP0821767/2010	11/13/2007	11/13/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP0821767/2010	11/13/2007	11/13/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$	
			A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CPP0821767/2010	11/13/2007	11/13/2008
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		WC308-46-12	11/13/2007	11/13/2008	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTH FR E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	C	OTHER Directors & Officers Liability		PHSD291692	11/30/2007	11/30/2008	\$1,000,000 \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Lincoln is shown as Additional Insured as respects the General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln 555 South 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Ed Packard/MSS

**LICENSE NUMBER:** NE110807

DATE ISSUED: 8/16/2007

EXPIRATION DATE: 9/30/2008

STATE of NEBRASKA
DEPARTMENT of AGRICULTURE
BUREAU of ANIMAL INDUSTRY

NEBRASKA COMMERCIAL DOG AND CAT OPERATORS INSPECTION ACT

FACILITY LICENSE

Robert A. Downey, Jr. Executive Director
2320 Park Blvd
Lincoln, NE 68502

Name of Facility: Capital Humane Society

THE ABOVE FACILITY HAS PAID THE APPROPRIATE FEES AND HAS BEEN ISSUED THIS LICENSE TO OPERATE AS A COMMERCIAL FACILITY
PURSUANT TO Neb. Rev. Stat. §§54-625 to 54-636

Dennis A. Hughes, DVM, Nebraska State Veterinarian